

**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
**April 2, 2020 17:16**

By: JOHN W. BURNETT 0039140

Confirmation Nbr. 1979920

DANIELLE A. HOLCEPL, ET AL

CV 20 931652

vs.

**Judge: DEBORAH M. TURNER**

GILL PARDEEP SINGH, ET AL

Pages Filed: 8

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

DANIELLE A. HOLCEPL  
17108 Westdale Avenue  
Cleveland, Ohio 44135

And

RONALD LATSON  
17108 Westdale Avenue  
Cleveland, Ohio 44135

Plaintiffs,

-vs-

GILL PARDEEP SINGH  
219 Loganberg Drive  
West St. Paul, MB R2V4Z7

And

LONGVIEW LOGISTICS LTD.  
23 Herman Avenue  
Winnipeg MB R2R1LB

And

OHIO DEPARTMENT OF JOBS AND  
FAMILY SERVICES  
c/o Ohio Tort Recovery Unit  
350 Worthington Road, Suite G  
Westerville, Ohio 43082

And

MEDICAL MUTUAL OF OHIO  
2060 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115

Defendants.

CASE NO.:

JUDGE:

**COMPLAINT**

(Jury Demand Endorsed Hereon)

Now come Plaintiffs, Danielle Holcepl (“Plaintiff Holcepl”) and Ronald Latson (“Plaintiff Latson”) and for their Complaint against Defendants Longview Logistics Ltd. (“Defendant Longview”), Gill Pardeep Singh (“Defendant Singh”), Medical Mutual of Ohio (“Medical Mutual”) and Ohio Department of Jobs and Family Services (“ODJFS”), state as follows:

1. At all times relevant to this Complaint, Plaintiff Holcepl and Plaintiff Latson were, and are, residents of Cuyahoga County, Ohio.
2. At all times relevant, Defendant Longview was a resident of Canada and was doing business in Cuyahoga County, Ohio.
3. At all times relevant, Defendant ODJFS was, and is, an Ohio entity/agency authorized by state statute to recover against the liability of any third-party, the cost of any medical services and care arising out of injury to a Medicaid recipient and is a resident of the State of Ohio.
4. At all times relevant, Defendant Medical Mutual was, and is, an Ohio corporation that sold, and sells, health insurance in Ohio.
5. At all times relevant, Defendant Singh was a resident of Canada and driving a truck owned by Defendant Longview and acting individually. Alternatively, at all times relevant, Defendant Singh was an employee of Defendant Longview and was acting in the course and scope of his employment.
6. The events complained of occurred in Cuyahoga County, Ohio.
7. On or about August 29, 2018, Plaintiff Holcepl was driving a car in which Plaintiff Latson was riding as a passenger eastbound on Interstate 90 in Cleveland, Ohio. Plaintiff Holcepl came to a lawful stop. Defendant Singh, also driving eastbound on Interstate 90 and in the same lane of travel as that of Plaintiff Holcepl, failed to maintain an assured clear distance ahead and was otherwise negligent and collided with the rear of the car being driven by Plaintiff Holcepl.

**COUNT I – NEGLIGENCE OF DEFENDANT SINGH – PLAINTIFF HOLCEPL**

8. Plaintiffs restate and reallege paragraphs 1 through 7 as if fully restated herein.

9. As a direct and proximate result of Defendant Singh's negligence, Plaintiff Holcepl sustained injuries, some permanent, incurred medical expenses to treat said injuries and will incur same in the future, experienced pain and suffering and mental anguish, and will experience same in the future, and incurred lost wages and will incur same in the future and has had her earning capacity permanently diminished and has experienced, and will experience in the future, a loss of enjoyment of life.

**COUNT II – NEGLIGENCE OF DEFENDANT SINGH – PLAINTIFF LATSON**

10. Plaintiffs restate and re-allege paragraphs 1 through 9 as if fully re-written herein.

11. As a direct and proximate result of Defendant Singh's negligence, as set forth above, Plaintiff Latson sustained injuries, some permanent, incurred medical expenses to treat said injuries and will incur same in the future, experienced pain and suffering and mental anguish, and will experience same in the future, and incurred lost wages and will incur same in the future and has had his earning capacity permanently diminished and has experienced, and will experience in the future, a loss of enjoyment of life.

**COUNT III – VICARIOUS LIABILITY OF DEFENDANT LONGVIEW – PLAINTIFF HOLCEPL**

12. Plaintiffs restate and re-allege paragraphs 1 through 11 as if fully re-written herein.

13. Defendant Longview is vicariously liable for the negligence of Defendant Singh.

14. As a direct and proximate result of Defendant Singh's negligence, as set forth above and for which Defendant Longview is vicariously liable, Plaintiff Holcepl sustained injuries, some permanent, incurred medical expenses to treat said injuries and will incur same in the future, experienced pain and suffering and mental anguish, and will experience same in the future, and

incurred lost wages and will incur same in the future and has had her earning capacity permanently diminished and has experienced, and will experience in the future, a loss of enjoyment of life.

**COUNT IV – VICARIOUS LIABILITY OF DEFENDANT LONGVIEW – PLAINTIFF LATSON**

15. Plaintiffs restate and re-allege paragraphs 1 through 14 as if fully re-written herein.

16. Defendant Longview is vicariously liable for the negligence of Defendant Singh.

17. As a direct and proximate result of Defendant Singh's negligence, as set forth above and for which Defendant Longview is vicariously liable, Plaintiff Latson sustained injuries, some permanent, incurred medical expenses to treat said injuries and will incur same in the future, experienced pain and suffering and mental anguish, and will experience same in the future, and incurred lost wages and will incur same in the future and has had his earning capacity permanently diminished and has experienced, and will experience in the future, a loss of enjoyment of life.

**COUNT V – NEGLIGENCE OF DEFENDANT LONGVIEW – PLAINTIFF HOLCEPL**

18. Plaintiffs restate and re-allege paragraphs 1 through 17 as if fully re-written herein.

19. Defendant Longview had a duty to act reasonably in hiring, instructing, training, supervising and retaining its employees as drivers in the furtherance of its business, including Defendant Singh and to promulgate and enforce policies, procedures and rules to ensure that its employees drove safely in the course of furthering its business.

20. Defendant Longview had a duty to exercise reasonable care in entrusting driving responsibilities in the furtherance of its business to responsible, competent and qualified drivers.

21. Defendant Longview failed in the above-mentioned duties with regard to Defendant Singh and was therefore negligent.

22. As a direct and proximate result of Defendant Longview's negligence, Plaintiff Holcepl sustained injuries, some permanent, incurred medical expenses to treat said injuries and will

incur same in the future, experienced pain and suffering and mental anguish, and will experience same in the future, and incurred lost wages and will incur same in the future and has had her earning capacity permanently diminished and has experienced, and will experience in the future, a loss of enjoyment of life.

**COUNT VI – NEGLIGENCE OF DEFENDANT LONGVIEW – PLAINTIFF LATSON**

23. Plaintiffs restate and re-allege paragraphs 1 through 22 as if fully re-written herein.

24. Defendant Longview had a duty to act reasonably in hiring, instructing, training, supervising and retaining its employees as drivers in the furtherance of its business, including Defendant Singh and to promulgate and enforce policies, procedures and rules to ensure that its employees drove safely in the course of furthering its business.

25. Defendant Longview had a duty to exercise reasonable care in entrusting driving responsibilities in the furtherance of its business to responsible, competent and qualified drivers.

26. Defendant Longview failed in the above-mentioned duties with regard to Defendant Singh and was therefore negligent.

27. As a direct and proximate result of Defendant Longview's negligence, Plaintiff Latson sustained injuries, some permanent, incurred medical expenses to treat said injuries and will incur same in the future, experienced pain and suffering and mental anguish, and will experience same in the future, and incurred lost wages and will incur same in the future and has had his earning capacity permanently diminished and has experienced, and will experience in the future, a loss of enjoyment of life.

**COUNT VII-MEDICAL MUTUAL-PLAINTIFF HOLCEPL**

28. Plaintiff restates and re-alleges paragraphs 1 through 27 as if fully re-written herein.

29. At all times relevant hereto, Defendant Medical Mutual of Ohio (hereinafter “Medical Mutual”), has paid healthcare benefits on behalf of Plaintiff Holcepl pursuant to a policy of insurance.

30. Defendant Medical Mutual has asserted a contractual lien for payment made to or on behalf of Plaintiff Holcepl as a result of medical bills incurred by Plaintiff Holcepl to treat injuries she sustained in the car accident that is the subject of this case.

31. Plaintiff Holcepl is in an adversarial relationship with Medical Mutual insofar as it claims a portion of Plaintiff Holcepl’s anticipated recovery against Defendants Singh and Longview.

#### **COUNT VIII – ODJFS – PLAINTIFF LATSON**

32. Plaintiffs restate and re-allege paragraphs 1 through 31 as if fully re-written herein.

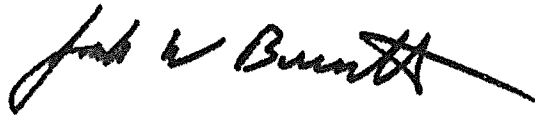
33. ODJFS claims a statutory lien and a right of subrogation in this case pursuant to O.R.C. Section 5101.58 against any recovery Plaintiff Latson obtains against Defendants Singh and Longview insofar as some of Plaintiff Latson’s medical bills incurred as a result of treating injuries sustained in the subject accident have been paid by Medicaid.

34. Plaintiff is in an adversarial relationship with ODJFS insofar as it claims a portion of Plaintiff Latson’s anticipated recovery against Defendants Singh and Longview.

WHEREFORE, Plaintiff Holcepl demands judgment against Defendants Longview and Singh, individually or jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) to be determined at trial. As to Defendant Medical Mutual, Plaintiff Holcepl demands that it set forth its claim, lien or interest through competent testimony at trial or be forever barred from recovery. Plaintiff Holcepl further demands judgment for the costs of this proceeding, interest from the date of judgment, and all other remedies in law or equity to which he is entitled.

Plaintiff Latson demands judgment against Defendants Longview and Singh, individually or jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) to be determined at trial. As to Defendant ODJFS, Plaintiff Latson demands that it set forth its claim, lien or interest through competent testimony at trial or be forever barred from recovery. Plaintiff Latson further demands judgment for the costs of this proceeding, interest from the date of judgment, and all other remedies in law or equity to which he is entitled.

**THE SKOLNICK WEISER LAW FIRM LLC**



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JOHN W. BURNETT (0039140)  
HOWARD E. SKOLNICK (0061905)  
DAVID P. THOMAS (0061988)  
600 Superior Avenue, East, Suite 2505  
Cleveland, OH 44114  
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[Howard@skolnicklaw.com](mailto:Howard@skolnicklaw.com)

*Counsel for Plaintiffs*



**JURY DEMAND**

Plaintiff hereby demands a trial by jury comprised of the maximum number of jurors allowed by law.

THE SKOLNICK WEISER LAW FIRM LLC

A handwritten signature in black ink, appearing to read "John W. Burnett", with a stylized flourish at the end.

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JOHN W. BURNETT (0039140)  
*Counsel for Plaintiffs*

<b>CASE NO.</b> CV20931652	D1 RM	<b>SUMMONS NO.</b> 41552870
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Rule 4 (B) Ohio

Rules of Civil  
Procedure

## SUMMONS

DANIELLE A. HOLCEPL, ET AL <b>VS</b> GILL PARDEEP SINGH, ET AL	<b>PLAINTIFF</b>  <b>DEFENDANT</b>
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GIL PARDEEP SINGH 219 LOGANBERG DRIVE WEST ST. PAUL, MB R2R1LB
----------------------------------------------------------------------

Said answer is required to be served on:



Plaintiff's Attorney

JOHN W BURNETT 600 SUPERIOR AVE E  STE 2505 CLEVELAND, OH 44114-0000
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Case has been assigned to Judge:

DEBORAH M TURNER <b>Do not contact judge. Judge's name is given for attorney's reference only.</b>
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<b>DATE SENT</b> Apr 3, 2020
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By \_\_\_\_\_  
Deputy

**NAILAH K. BYRD**  
Clerk of the Court of Common Pleas

*Jan Buehler*



You have been named defendant in a sums complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

COMPLAINT FILED 04/02/2020



CASE NO.  
CV20931652

D2 RM

SUMMONS NO.  
41552871

Rule 4 (B) Ohio

Rules of Civil  
Procedure

DANIELLE A. HOLCEPL, ET AL  
VS  
GILL PARDEEP SINGH, ET AL

PLAINTIFF  
DEFENDANT

## SUMMONS

LONGVIEW LOGISTICS LTD.  
23 HERMAN AVENUE  
WINNIPEG, MB R2R1LB

You have been named defendant in a sums  
complaint (copy attached hereto) filed in Cuyahoga  
County Court of Common Pleas, Cuyahoga County  
Justice Center, Cleveland, Ohio 44113, by the  
plaintiff named herein.

You are hereby summoned and required to  
answer the complaint within 28 days after service  
of this summons upon you, exclusive of the day of  
service.

Said answer is required to be served on:



Plaintiff's Attorney

JOHN W BURNETT  
600 SUPERIOR AVE E  
  
STE 2505  
CLEVELAND, OH 44114-0000

Said answer is required to be served on Plaintiff's  
Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court  
within 3 days after service of said answer on  
plaintiff's attorney.

If you fail to do so, judgment by default will be  
rendered against you for the relief demanded in the  
complaint.

Case has been assigned to Judge:

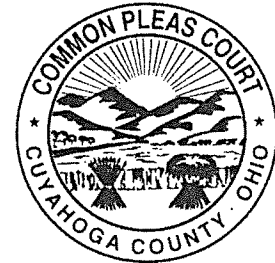
DEBORAH M TURNER  
Do not contact judge. Judge's name is given for  
attorney's reference only.

DATE SENT  
Apr 3, 2020

NAILAH K. BYRD  
Clerk of the Court of Common Pleas

*Jo. Bully*

By \_\_\_\_\_  
Deputy



COMPLAINT FILED 04/02/2020





**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**ANSWER AND CROSSCLAIM \$75**  
**April 28, 2020 10:41**

By: JOSEPH M. MCCANDLISH 0073775

Confirmation Nbr. 1990299

DANIELLE A. HOLCEPL, ET AL

CV 20 931652

vs.

**Judge:** DEBORAH M. TURNER

GILL PARDEEP SINGH, ET AL

**Pages Filed:** 3

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

Danielle A. Holcepl, et al.

Plaintiffs,

vs.

Gill Pardeep Singh, et al.

Defendant.

: Case No: CV20931652

:

: Judge Deborah M. Turner

:

:

:

:

: ANSWER OF DEFENDANT STATE  
: OF OHIO, DEPARTMENT OF  
: MEDICAID AND CROSS-CLAIM  
: AGAINST DEFENDANTS

:

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:

:

:

ANSWER OF DEFENDANT, STATE OF OHIO,  
DEPARTMENT OF MEDICAID

Now comes Dave Yost, Attorney General for the State of Ohio, by and through Joseph M. McCandlish, Assistant Attorney General, and states the following:

1. This answering Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in the Complaint, except State of Ohio admits it has paid on the behalf of Plaintiffs, Medicaid recipients, in the amount to be determined for medical services and care as a result of the accident alleged in Plaintiffs' Complaint, and could possibly make further expenditures during the pendency of this action.
2. The State of Ohio, Department of Medicaid has a right of recovery for the cost of medical services and care provided to Plaintiffs, pursuant to Section 5160.37 of the Ohio Revised Code.

**WHEREFORE**, this Defendant having fully answered, prays that its rights be protected.

**CROSS-CLAIM OF DEFENDANT, STATE OF OHIO  
DEPARTMENT OF MEDICAID**

3. The State of Ohio hereby incorporates Paragraphs 1 and 2 of its Answer herein.
4. By virtue of Section 5160.37 of the Ohio Revised Code, the State of Ohio is entitled to recover the amount expended for said medical services and care from the Defendants.

**WHEREFORE**, the State of Ohio demands judgment on its Cross-Claim against Defendants, in the amount listed herein, plus any additional amounts expended for medical services and care during the pendency of this action.

Respectfully submitted,

Dave Yost (0056290)  
Attorney General of Ohio

/s/ Joseph M. McCandlish

Joseph M. McCandlish (0073775)  
Assistant Attorney General  
Collections Enforcement  
150 E. Gay Street, 21<sup>st</sup> Floor  
Columbus, OH 43215-3130  
(614) 466-8270  
614-752-9070 fax  
Joseph.McCandlish@ohioattorneygeneral.gov  
Attorney for the State of Ohio,  
Department of Medicaid

**CERTIFICATE OF SERVICE**

I hereby certify that on this 28<sup>th</sup> day of April, 2020, the foregoing Answer, and Cross-Claim was mailed by regular U.S. Mail and/or electronic filing to:

John W. Burnett  
600 Superior Ave. East, Suite 2505  
Cleveland, OH 44114

(216) 861-8888

*Attorney for Plaintiff*

Gill Pardeep Singh  
219 Loganberg Drive  
West St. Paul, MB R2V4Z7

*Defendant*

Longview Logistics Ltd.  
23 Herman Avenue  
Winnipeg MB R2R1LB

*Defendant*

Medical Mutual of Ohio  
2060 East 9<sup>th</sup> Street  
Cleveland, OH 44115

*Defendant*

/s/ Joseph M. McCandlish

Joseph M. McCandlish (0073775)  
Assistant Attorney General